

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
P.O. BOX 1450
ALEXANDRIA, VA 22313-1450

Appl No.: 10/528321
Applicant: Stephen Guffanti

TC/A.U.: 3714
Examiner: Bruk A.
Gebremichael

Filed: 9/26/2005

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

DECLARATION UNDER 37 C.F.R. § 1.131

- 1) I am one of the co-authors of the book "Rocket Phonics," published on September 2, 2002.
- 2) The first edition of "Rocket Phonics" was titled "Powerfoniks: The Student's Handbook," and was created in February 2000. This edition was never available to the public.
- 3) Shortly after I created "Powerfoniks: The Student's Handbook," I printed 20 copies of the book, and I lent them to parents who took part in a study at UCLA. This study lasted for three months, and each of those parents signed a nondisclosure agreement, attached hereto as Exhibit A.
- 4) On August 15, 2001, I received a phone call from Dr. Catterall of UCLA, informing me of the results of the UCLA study, and specifically informing me that Powerfoniks was nearly 4 times faster than the control group for teaching reading. The results of that study were only sent to a few professors at UCLA and me.
- 5) In March, 2002, I decided to revise "Powerfoniks: The Student's Handbook" and wrote a second edition, called "Rocket Phonics." I renamed the book because other people were using the name "Powerfoniks." That second edition, like the first, was never available to the public. I only submitted the second edition to Cathy Duffy for review. Cathy Duffy is a publisher that worked for Grove Publishing at the time.
- 6) I revised the book a third time after receiving some feedback from Cathy Duffy, also calling it "Rocket Phonics."
- 7) I first advertised the book "Rocket Phonics" for sale on August 8, 2002, via our website http://web.archive.org/web/*/http://www.rocketphonics.com
- 8) Our first sale of the third edition of the book, now called "Rocket Phonics" was in October 2002.
- 9) The patent provisional filed on September 16, 2002 is a correct and true copy of the third version of the book "Rocket Phonics" that was sold in October 2002. This book was also used to draft the patent application.

DEC-21-2003 09:08 From:949943B35B

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- 10) On September 8, 2003, I applied for a copyright on the third edition of "Rocket Phonics," filling out FORM TX provided by the copyright office. A true and correct copy of that copyright is attached herein as Exhibit B.
- 11) When I filled out FORM TX, I mistakenly listed the date of publication as the date when I decided to draft a formal copy of "Rocket Phonics" to be published and sold to the public. However, now that I am aware of the legal definition of the word "publication," I am correcting the records at the copyright office using FORM CA, attached herein as Exhibit C.
- 12) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that will false statements made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

By


Stephen Guffanti

Submitted by,

By /Robert D. Fish/

Robert D. Fish

Reg. No. 33,880

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is made effective as of 6/19/00, between Stephen Guffanti, of 2250 Tierra Verde Rd., Vista, California 92084, and

_____ whose child is using PowrFoniks Student Handbook # _____.

In this Agreement, the party who owns the Confidential Information will be referred to as "Guffanti", and the party to whom the Confidential Information will be disclosed will be referred to as "the parents".

Guffanti is engaged in the development of a reading method for k through 12 curriculum. The parents are engaged in teaching their child. Guffanti has requested that the parents protect the confidential material and information which may be disclosed between Guffanti and the parents. Therefore, the parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to Guffanti, whether or not owned or developed by Guffanti, which is not generally known other than by Guffanti and which the parents may obtain through any direct or indirect contact with Guffanti.

A. Confidential Information includes without limitation:

- business records and plans and other proprietary information.

B. Confidential Information does not include:

and any other information that both parties agree in writing is not confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The parents understand and acknowledge that the Confidential Information has been developed or obtained by Guffanti by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of Guffanti which provides Guffanti with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, the parents agree to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of Guffanti. In addition, the parents agrees that:

i. *No Copying/Modifying.* The parents will not copy or modify any Confidential Information without the prior written consent of Guffanti.

ii. *Application to Employees.* Further, the parents shall not disclose any Confidential Information to any employees of the parents, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of Guffanti.

iii. *Unauthorized Disclosure of Information.* If it appears that the parents has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Guffanti shall be entitled to an injunction to restrain the parents from disclosing, in whole or in part, the Confidential Information. Guffanti shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

III. RETURN OF CONFIDENTIAL INFORMATION. Upon receiving a written request the parents shall return to Guffanti all written materials containing the Confidential Information. The parents shall also deliver to Guffanti written statements signed by them certifying that all materials have been returned within five (5) days of receipt of the request.

IV. RELATIONSHIP OF PARTIES. Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

V. NO WARRANTY. Guffanti acknowledges and agrees that the Confidential Information is provided on an AS IS basis. Guffanti MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL Guffanti BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Guffanti does not represent or warrant that any product or business plans disclosed to Child U will be marketed or carried out as disclosed, or at all. Any actions taken by Child U in response to the disclosure of the Confidential Information shall be solely at the risk of Child U.

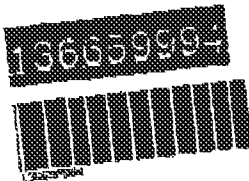
VI. LIMITED LICENSE TO USE The parents shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. The parents acknowledge that, as between Guffanti and the parents, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of Guffanti, even if suggestions, comments, and/or ideas made by the parents are incorporated into the Confidential Information or related materials during the period of this Agreement.

VII. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

Information Owner:
Stephen Guffanti

By: _____
Date _____
Recipient:

By: _____
Date _____



FORM TX

For a Non-dramatic Literary Work
UNITED STATES COPYRIGHT OFFICE

TX 6-821-643



TX 6-821-643

EFFECTIVE DATE OF REGISTRATION

09 08 2003
Month Day Year

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1

TITLE OF THIS WORK

Rocket Phonics. Help your child reach for the stars

PREVIOUS OR ALTERNATIVE TITLES

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared Title of Collective Work

If published in a periodical or serial give Volume

Number

Issue Date

On Pages

2

NAME OF AUTHOR

a Stephen Guffanti

DATES OF BIRTH AND DEATH

Year Born Year Died

7-2-51

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

Domiciled in

USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed

Reading Curriculum with games

NAME OF AUTHOR

b Maureen Guffanti

DATES OF BIRTH AND DEATH

Year Born Year Died

7-1-51

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

Domiciled in

USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed

Reading Curriculum with games, illustrations and editing

NAME OF AUTHOR

c

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☐ Yes ☒ No

If the answer to either of these questions is "Yes" see detailed instructions

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 2001

DATE AND PLACE OF FIRST PUBLICATION OF THIS PARTICULAR WORK

b August 15 2001

USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2

Stephen Guffanti and Maureen Guffanti
2250 Tiller Verde Rd
Vista, CA 92084

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright

SEP 08 2003

ONE DEPOSIT RECEIVED

SEP 08 2003

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page
See detailed instructions Sign the form at line 8DO NOT WRITE HERE
Page 1 of 2 pages

*Registration does not extend to uncopyrightable elements or aspects of game (idea for, and procedure or method of operation used in, game)
17 USC 102(b)

EXAMINED BY

FORM TX

CHECKED BY

CORRESPONDENCE

Yes

FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work already been made in the Copyright Office?

☐ Yes ☒ No If your answer is Yes why is another registration being sought? (Check appropriate box) ▼

☐ This is the first published edition of a work previously registered in unpublished form

☐ This is the first application submitted by this author as copyright claimant

☐ This is a changed version of the work, as shown by space 6 on this application

If your answer is "Yes" give Previous Registration Number ▶

Year of Registration ▶

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates ▼

a

Material Added to This Work Give a brief general statement of the material that has been added to this work and in which copyright is claimed ▼

See instructions
before completing
this space

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office give name and number of Account.

Name ▼

Account Number ▼

a

7

CORRESPONDENCE Give name and address in which correspondence about this application should be sent Name/Address/Apt./City/State/ZIP ▼

Stephen Guffanti
2250 Tierra Verde Rd
Vista, CA 92084

Area code and daytime telephone number ▶ 760-727-7602

Email ▶ sguffanti@cox.net

Fax number ▶ 760-727-7610

b

CERTIFICATION I, the undersigned hereby certify that I am the

Check only one ▶

☒ Author☐ other copyright claimant☐ owner of exclusive rights☐ authorized agent of

Name of author or other copyright claimant, or owner of exclusive rights) A

8

Typed or printed name and date ▼ If this application gives a date of publication in space 3 do not sign and submit it before that date

Stephen Guffanti

Maureen Guffanti

Date ▶ 8-23-03

Handwritten signature (A) ▼

x Stephen Guffanti

Maureen Guffanti

Certificates
will be
mailed in
window
envelope
to this
address

Name ▶ Stephen Guffanti
Number/Street/Apt. ▶ 2250 Tierra Verde Rd
City/State/ZIP ▶ Vista, CA 92084

Complete all necessary spaces
Sign your application in space 8

1 Application form
2 Nonrefundable filing fee in check or money
order payable to Register of Copyrights
3 Deposit material
Library of Congress
Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-0009

Forms are mailed to
design. For current
fee, check the
Copyright Office
website at
www.copyright.gov
or call
(800) 999-9999

9

17 USC § 506(a) Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by sections 408 or in any written statement filed in connection with the application shall be fined not more than \$2,500.

Rev. June 2002-20 030 Web Rev. June 2002 © Printed on recycled paper

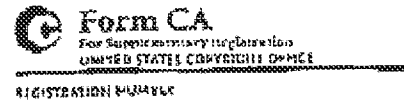
U.S. Government Printing Office: 2020-481 11/02/02 02-1

Exhibit B

page 2 of 2

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TX	TXU	PA	PAU	VA	VAL	SI	SRU	RE
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Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Title of Work

Rocket Phonics, Help your child reach for the stars

 Registration Number of the Basic Registration
 TX0005821543

 Year of Basic Registration
 2003

 Name(s) of Author(s)
 Stephen Guffanti
 Maureen Guffanti

 Name(s) of Copyright Claimant(s)
 Stephen Guffanti
 Maureen Guffanti

Location and Nature of Incorrect Information in Basic Registration

Line Number 15 Line Heading or Description

Date and Nation of First Publication

Incorrect Information as It Appears in Basic Registration

August 15, 2001

Corrected Information

August 8, 2002

Explanation of Correction

When I first filled out FORM TX provided by the copyright office, I did not know the proper definition of the word

Location and Nature of Information in Basic Registration to be Amplified

Line Number Line Heading or Description

Amplified Information and Explanation of Information

 MORE ON BACK • Complete the application (O-G) on the reverse side of this page
 • See section 1017 of the Copyright Act of 1976

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 Page 1 of 1 00000

DEC-21-2009 09:29 From: 9499438358

Page: 5/5

FORM CA RECEIVED

FORM CA

FUNDS RECEIVED DATE

EXAMINED BY

CORRESPONDENCE TO

REFERENCE TO THIS REGISTRATION ADDED TO
BASIC REGISTRATION ☐ YES ☒ NOFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

Continuation of Part B or Part C

"publication." August 15, 2001 was when I decided that I wanted to create a final draft of my book to publish for public sale, not when I had actually published a book. Prior to August 8, 2002, any versions of the book "Rocket Phonics" were only shown to a select group of individuals who were bound by a non-disclosure agreement. This book was not actually "published" to the public until August 8, 2002.

Correspondence: Give name and address to which correspondence about this application should be sent.

2603 Main St. Suite 1000
Irvine, CA 92614-4271

Phone: 949-943-8300

Fax: 949-943-8358

Email: andrew.mar@fishplaw.com

Deposit Account: If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name:

Account Number:

Certification* I, the undersigned, hereby certify that I am the: (Check only one)

- ☒ author ☐ owner of exclusive right(s)
☐ other copyright claimant ☐ duly authorized agent of

Name of author or other copyright claimant, or owner of respective right(s):

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name:

Stephen Guffanti and Maureen Guffanti

Date: 2-20-09

Handwritten signature (X):

Stephen Guffanti *Maureen Guffanti*

Certificate
will be
mailed to
window
envelope
to this
address:

Name:

Address/Envelope:

City/State/Zip:

1. Complete all necessary information.
 2. Sign your application in Space 9.

SENT BY E-MAIL TO THE
 U.S. COPYRIGHT OFFICE

1. Application form
 2. Number of copies of the work to be deposited
 (must be paid for by the applicant)

3. Fee

4. Fee

5. Fee

6. Fee

7. Fee

8. Fee

9. Fee

* Fee USD\$50.00. Any person who knowingly makes a false statement in this application for copyright registration provided for by statute 47 USC 405, or who willfully infringes the copyright, shall be liable to a civil penalty of not more than \$20,000.

Form CA-Form Rev. 07/2008 Page 07/2008-1000 Printed on recycled paper

U.S. Copyright Office

Exhibit C
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Maureen Guffanti

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